

# **Exhibit 1**

1	UNITED STATES DISTRICT COURT	Page 1	1	INDEX OF EXAMINATION	Page 3
2	NORTHERN DISTRICT OF CALIFORNIA		2		PAGE
3	OAKLAND DIVISION		3	LAURI VALJAKKA	
4			4	EXAMINATION BY MS. EDLIN	7
5	IN RE MATTER OF: )		5		
6	LAURI VALJAKKA, )		6		
7	Plaintiff, )		7		
8	vs. )	CASE NO.	8		
9	NETFLIX, INC., )	4:22-cv-01490-JST	9		
10	Defendant. )		10		
11	)		11		
12			12		
13	VIDEOTAPED DEPOSITION OF LAURI VALJAKKA		13		
14	REMOTE VIA VIDEOCONFERENCE		14		
15	Thursday, June 1, 2023		15		
16	Volume I		16		
17	Pages 1 - 188		17		
18			18		
19			19		
20	Stenographically Reported by:		20		
21	HEATHER J. BAUTISTA, CSR, CRR, RPR, CLR		21		
22	Realtime Systems Administrator		22		
23	California CSR License #11600		23		
24	Oregon CSR License #21-0005		24		
25	Washington License #21009491		25		
	Nevada CCR License #980				
	Texas CSR License #10725				
	Job No.: 6612				

1	VIDEOTAPED DEPOSITION of LAURI VALJAKKA, Volume	Page 2	1	INDEX OF EXHIBITS	Page 4
2	I, taken before Heather J. Bautista, CSR No. 11600, a		2	Exhibit No. Description	Page
3	Certified Shorthand Reporter for the state of		3	Exhibit 1 Defendant Netflix Rule 30(b)(6)	20
4	California, with principal office in the county of Santa		4	Notice of Deposition to Lauri Valjakka	
5	Clara, commencing on Thursday, June 1, 2023, 8:06 a.m.,		5	Exhibit 2 United States District Court,	21
6	remotely via videoconference.		6	Northern District of California,	
7			7	Oakland Division, Defendant Netflix's	
8			8	Inc.'s Rule 30(b)(6) Notice of	
9			9	Deposition to Lauri Valjakka	
10	APPEARANCES OF COUNSEL:		10	Exhibit 3 Complaint for Patent Infringement	22
11			11	Exhibit 4 LinkedIn Profile for Lauri Valjakka	23
12	For Plaintiff:		12	Exhibit 5 7/23/2013 U.S. Patent US 8.495,167 B2	30
13	Ramey LLP		13	Exhibit 6 7/28/202 U.S. Patent US 10,726,102 B2	31
14	BY: WILLIAM P. RAMEY, III, ESQ.		14	Exhibit 7 5/31/2023 Plaintiff Lauri Valjakka's	33
15	5020 Montrose Boulevard		15	Second Supplemental Responses and	
16	Suite 800		16	Objections to Defendant Netflix's	
17	Houston, Texas 77006			First Set of Interrogatories (No.	
18	Phone: (713) 426-3923 / Fax: (832) 900-4941			1-20)	
19	wramey@rameyfirm.com			Exhibit 8 5/30/2023 Plaintiff Lauri Valjakka's	35
20				Supplemental Responses and Objections	
21	For Defendant:			to Defendant Netflix's fourth Set of	
22	Perkins Coie LLP			Interrogatories (No. 24)	
23	BY: ELISE S. EDLIN, ESQ.			Exhibit 9 PR news article	119
24	SARAH E. PIEPMEIER, ESQ.			Exhibit 10 Emobit SCIH Study Executive Summary	154
25	505 Howard Street			Exhibit 11 Emobit 2013 CDN Systems, LV2_000987	155
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	San Francisco, California 94105				
	Phone: (415) 344-7000 / Fax: (415) 344-7050				
	eedlin@perkinscoie.com				
	spiepmeier@perkinscoie.com				
	ALSO PRESENT: Onni Hietalahti				
	Jennifer Hewitt				
	Dennis Saelee, Videographer				

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1	Thursday, June 1, 2023	1	DIRECT EXAMINATION
2	8:06 a.m.	2	BY MS. EDLIN:
3	--oOo--	3	Q. Good morning, Mr. Valjakka. All right.
4	THE VIDEOGRAPHER: Good morning. We are on the	4	A. Yes. Call me Lauri.
5	record at 8:06 a.m. Today's date is June 1st, 2023.	5	Q. Lauri. Nice to meet you, Lauri.
6	This is the recorded remote video deposition of Lauri	6	A. Nice to meet you.
7	Valjakka in the matter of Lauri Valjakka versus Netflix,	7	Q. So, Mr. Valjakka, can you -- well, you already
8	Inc., Case No. 4:22-cv-01490-JST.	8	stated your name for the record.
9	This deposition is being held via web	9	Who's your employer?
10	conference. My name is Dennis Saelee. I'm the	10	A. I am my employer.
11	videographer with Focus Litigation Solutions. I am not	11	Q. And are you --
12	financially interested in this action, nor am I a	12	A. I'm an entrepreneur. I'm an entrepreneur and a
13	relative or employee of any of the attorneys or parties	13	shareholder in the company. I'm currently working
14	in this matter.	14	for --
15	The court reporter is Heather Bautista.	15	(Stenographer clarification.)
16	Counsel, please introduce yourselves and state	16	THE WITNESS: -- CDN Licensing, LTD, in
17	whom you represent, after which the court reporter will	17	Finland.
18	swear in the witness.	18	MS. EDLIN: Just one moment. Okay.
19	MR. RAMEY: Yes. This is Bill Ramey for the	19	Q. (By Ms. Edlin) So, sorry, you said you've been
20	plaintiff, Lauri Valjakka. We're ready to proceed.	20	working -- you're currently working for CDN Licensing.
21	MS. EDLIN: And this is Elise Edlin from	21	A. Yeah.
22	Perkins Coie. I'm here representing Defendant Netflix.	22	Q. How long have you been working for CDN
23	I'm also joined by my colleagues, Jennifer	23	Licensing?
24	Hewitt and Sarah Piepmeier, also -- both at Perkins	24	A. A bit over two years now.
25	Coie.	25	Q. And what's your role at that company?
Page 6		Page 8	
1	THE STENOGRAPHER: Thank you.	1	A. Well, I'm a -- I'm a business developer and --
2	Good morning. My name is Heather Bautista, and	2	and -- how should I say? Maybe salesman and marketer.
3	I am a certified stenographer licensed by the State of	3	Q. What product does CDN marketing -- or, sorry,
4	California. My license number is 11600.	4	Licensing make?
5	This deposition and any transcript produced	5	A. We're actually a -- it's the IP development
6	therefrom will be handled pursuant to Federal Rule of	6	company which -- which means that based on my inventions
7	Civil Procedure Section 30.	7	and my IPs that -- that I have developed during the
8	As the deposition officer, I will be retaining	8	years, we will now -- or we have bundled and we can --
9	my duties and responsibilities under the Code.	9	we can try to exploit them in many ways. So one is
10	Please raise your right hand, sir, so I can	10	licensing business, and one is developing more IP. We
11	swear you in.	11	have few patent applications, and we have granted
12	Mr. Valjakka?	12	patents a little bit all over.
13	THE WITNESS: Yes.	13	So there are also other areas that we're
14	THE STENOGRAPHER: Please raise your right hand	14	developing, but not launchable yet, so my job is to
15	so I can swear you in. Thank you.	15	develop those ready for business.
16	LAURI VALJAKKA,	16	Q. Develop the -- sorry.
17	having been first duly sworn, was examined and testified	17	You said develop those ready for business.
18	as follows:	18	What -- what did you mean by that?
19	THE WITNESS: Yes.	19	A. Well, it's, you know, normal business plan,
20	THE STENOGRAPHER: Thank you.	20	development first and then funding issues and
21	Please state your full name for the record.	21	negotiations with investors and so forth.
22	THE WITNESS: Lauri Heikki Tapani Valjakka.	22	Q. I'm going to back up a little bit. I will come
23	THE STENOGRAPHER: Thank you.	23	back to CDN Licensing in just a few minutes.
24	Counsel, you can begin.	24	But before I -- I really dig in here, can
25	MS. EDLIN: Great. Thank you.	25	you -- have you been deposed before?

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1	A. No. Never.	1	So if -- if I ask you any questions, if you
2	Q. Never. Okay.	2	answer those questions, then I'm going to assume that
3	So I think that before -- before I sort of get	3	you understood the question. Okay?
4	started here, then, I think I want to kind of run	4	A. All right.
5	through a few just general rules here with you.	5	Q. Great.
6	So I'm going to be asking you questions. I'll	6	What did you do to prepare -- prepare for your
7	be asking you lots of questions and -- and then you'll	7	deposition today?
8	be answering. And I do ask that you -- we try as hard	8	A. Please clarify. I didn't get that question.
9	as we can not to speak over each other. I will --	9	Q. Sorry.
10	(Stenographer clarification.)	10	What did you do to prepare for the deposition
11	Q. (By Ms. Edlin) So I will -- I'll do the same	11	today? Did you meet with anybody?
12	for you, and I ask that you just try to wait until I've	12	A. Yes. My attorneys, and I have gone through
13	answered -- I've asked the full question before you	13	your -- your topics for deposition.
14	answer, and that also gives your -- you know, your	14	Q. Okay.
15	attorney the opportunity to object if he needs to.	15	A. And I print.
16	Are you okay with that?	16	Q. Which of your attorneys were there?
17	A. Yes, I am.	17	A. Bill Ramey. We had a meeting over the net.
18	Q. Great.	18	Q. How long was the meeting?
19	And you understand today that you're -- you're	19	A. You mean today or yesterday or before?
20	under oath; right?	20	Q. Okay.
21	A. Can you repeat. I didn't hear the rest.	21	So I guess I'll start with how many times did
22	Q. So you understand that you're under oath today,	22	you meet with Mr. Ramey?
23	just like you would be --	23	A. Maybe two, three times before this deposition
24	A. Yes.	24	event.
25	Q. -- if you were in court?	25	Q. And the most recent one, it sounds like, was
Page 10		Page 12	
1	A. Yes.	1	today?
2	Q. Okay.	2	A. Yeah, quick update and with -- with
3	And is there any reason today that you can't	3	Mr. Hietalahti as well.
4	provide accurate and truthful testimony?	4	Q. Okay. And -- okay.
5	A. No.	5	So Mr. Hietalahti -- I -- I apologize again if
6	Q. Okay.	6	I'm mispronouncing anything. Please correct me. I will
7	You're not on any medication?	7	do my best.
8	A. No.	8	So Mr. Hietalahti was at the meeting with you
9	Q. Okay.	9	and Mr. Ramey today.
10	And I do ask -- so I -- I ask that if -- if you	10	A. Yes.
11	don't understand part of my question or if I'm not	11	Q. And how long did you meet for today?
12	speaking clearly, I just ask that you -- you -- you let	12	A. Maybe 10, 15 minutes.
13	me know, and then I can clarify.	13	Q. Okay.
14	Does that make sense?	14	And what -- what did you discuss in the meeting
15	A. Yeah. That's fine.	15	today?
16	Q. Okay.	16	A. Well, because this is my first time for
17	And same -- I know that English isn't your	17	deposition, and I wanted to know and go through again
18	first language. It's definitely a lot better than my	18	how it goes and what I'm supposed to do and -- and so
19	Finnish, but if -- if there's any issue with any terms	19	forth; just practical things.
20	that I'm using or anything like that, please let me	20	Q. Did you discuss any of the -- anything to do
21	know, and I will -- we'll -- we'll figure out how to	21	with the case?
22	translate it for you if we need to.	22	A. No, no substance discussions today.
23	Is that okay?	23	Q. Okay.
24	A. That's okay.	24	And what were the updates otherwise, then?
25	Q. Okay.	25	A. Well, just the timely schedules and whatever --

<p>Page 13</p> <p>1 Q. Okay.</p> <p>2 A. -- how this situation might go and, you know,</p> <p>3 technically and so forth.</p> <p>4 Q. Okay.</p> <p>5 MR. RAMEY: Now, Elise, he wasn't under oath at</p> <p>6 the time and then -- you know, so try not to get too</p> <p>7 close to the substance of the communications. So far</p> <p>8 I'm okay with this, but I don't want him to -- to think</p> <p>9 he needs to testify about what we talked about</p> <p>10 substantively prior to the deposition today, please.</p> <p>11 MS. EDLIN: Okay.</p> <p>12 So, but Mr. Hietalahti -- can you -- can you</p> <p>13 pronounce that for me one more time so I can try to get</p> <p>14 it right.</p> <p>15 MR. HIETALAHTI: "Hietalahti."</p> <p>16 MS. EDLIN: "Hietalahti"; is that right?</p> <p>17 THE WITNESS: "Hietalahti."</p> <p>18 MS. EDLIN: I'll do my best.</p> <p>19 Q. (By Ms. Edlin) So Mr. Hietalahti was at that</p> <p>20 meeting, though; right?</p> <p>21 A. Yes.</p> <p>22 Q. And Mr. Hietalahti is not your attorney for</p> <p>23 this case; correct?</p> <p>24 A. He's my Finnish attorney and, of course,</p> <p>25 supporting me with -- with every cases I have. So he is</p>	<p>Page 15</p> <p>1 he represented me in Helsinki court, yeah.</p> <p>2 Q. And which case was that?</p> <p>3 A. That was with Suomen Bissi Oy.</p> <p>4 Q. Okay.</p> <p>5 And that was concerning the patents?</p> <p>6 A. No, actually the utilization of my inventions.</p> <p>7 Q. Okay. Okay.</p> <p>8 So before today, when did you last meet with</p> <p>9 Mr. Ramey to prepare for this deposition?</p> <p>10 A. I think we had a Zoom call yesterday.</p> <p>11 Q. How long did you speak for?</p> <p>12 A. Maybe for one hour or so.</p> <p>13 Q. Was anyone else present on that call?</p> <p>14 A. Yes. Mr. Hietalahti.</p> <p>15 Q. And what was the -- what did you discuss on</p> <p>16 that call?</p> <p>17 A. Well, generally speaking, all of the case and</p> <p>18 also other subjects. So mostly about this, today's</p> <p>19 event, sort of preparing for it, because I'm a</p> <p>20 first-timer, so I've never been in a situation like this</p> <p>21 before, so it's -- it's -- I needed that kind of</p> <p>22 preparation.</p> <p>23 Q. All right.</p> <p>24 And then you said there was one other meeting,</p> <p>25 I believe, before that one. When was that?</p>
<p>Page 14</p> <p>1 here and working together with me and Bill Ramey.</p> <p>2 Q. Is he your personal attorney in Finland?</p> <p>3 A. Yes, and the lawyer of CDN Licensing</p> <p>4 simultaneously.</p> <p>5 Q. Has Mr. Hietalahti been involved in this</p> <p>6 litigation?</p> <p>7 A. In what way? Please define. Involved as a</p> <p>8 lawyer or some other way?</p> <p>9 Q. Does he represent you in this litigation?</p> <p>10 MR. RAMEY: Objection. Form.</p> <p>11 THE WITNESS: Excuse me?</p> <p>12 Q. (By Ms. Edlin) Sorry.</p> <p>13 Does -- does he represent you in this case?</p> <p>14 MR. RAMEY: Objection. Form.</p> <p>15 MS. EDLIN: Okay.</p> <p>16 Q. (By Ms. Edlin) You can still answer.</p> <p>17 A. Well, he -- he's my lawyer, and -- and Bill</p> <p>18 Ramey is my lawyer, so -- in the United States.</p> <p>19 Q. Are you currently involved in any cases in</p> <p>20 Finland related to the patents that are asserted in this</p> <p>21 case?</p> <p>22 A. No.</p> <p>23 Q. Has Mr. Hietalahti represented you in any -- in</p> <p>24 any cases that involve these patents?</p> <p>25 A. No. Actually, it was -- well, years ago, yes,</p>	<p>Page 16</p> <p>1 A. A week ago.</p> <p>2 Q. And how long did you -- how long was the</p> <p>3 meeting a week ago?</p> <p>4 A. I didn't take time, but I could -- I could go</p> <p>5 back to those files, but, of course, it's -- it's maybe</p> <p>6 another one hour or one-and-a-half-hour meeting; no</p> <p>7 longer than that.</p> <p>8 Q. And was Mr. Hietalahti also present for that</p> <p>9 meeting?</p> <p>10 A. Yes, he was.</p> <p>11 Q. And, again what was -- what was discussed</p> <p>12 during those -- that meeting?</p> <p>13 A. Please repeat and clarify.</p> <p>14 Q. What was -- what was the purpose of that</p> <p>15 meeting?</p> <p>16 A. It was also preparing for this -- this case,</p> <p>17 details and this -- this deposition today.</p> <p>18 Q. Okay.</p> <p>19 Did your attorney show you any documents during</p> <p>20 your preparation?</p> <p>21 A. During the preparation?</p> <p>22 Q. Yes.</p> <p>23 So let's start with -- let's start with the</p> <p>24 meeting -- the meeting this morning. Did they show you</p> <p>25 any documents during that meeting?</p>

<p>Page 25</p> <p>1 A. That's right.</p> <p>2 Q. And you said that you were a sales -- and what</p> <p>3 was your role?</p> <p>4 A. Business development.</p> <p>5 Q. Business development. Okay.</p> <p>6 Are you a founder of that business?</p> <p>7 A. Yes, one of the founders.</p> <p>8 Q. And are you the CEO?</p> <p>9 A. No. Vice president of business development.</p> <p>10 Q. And who's the CEO of this one, of CD- --</p> <p>11 sorry -- CDN Licensing?</p> <p>12 A. Mr. Onni Hietalahti.</p> <p>13 Q. Are there any other employees?</p> <p>14 A. Not -- not yet. Another partner, though, yes.</p> <p>15 Q. And who's the other partner?</p> <p>16 A. Matti Saraheimo is also a lawyer, and he's a</p> <p>17 partner too.</p> <p>18 Q. And what -- what is his name -- sorry -- his</p> <p>19 role?</p> <p>20 A. Well, he's a shareholder and original investor.</p> <p>21 Q. Okay.</p> <p>22 And you mentioned that this company was in</p> <p>23 order to license your current IP and develop more IP; is</p> <p>24 that correct?</p> <p>25 A. Develop more IP, yeah.</p>	<p>Page 27</p> <p>1 When -- when did you establish CDN Licensing?</p> <p>2 A. 2021.</p> <p>3 Q. And is CDN Licensing an owner of any of your</p> <p>4 patents?</p> <p>5 A. No --</p> <p>6 MR. RAMEY: Objection. Form.</p> <p>7 THE WITNESS: -- I own the patents my- --</p> <p>8 myself.</p> <p>9 Q. (By Ms. Edlin) Okay.</p> <p>10 And you mentioned three main U.S. patents as</p> <p>11 well as continuations. Can you tell me what those</p> <p>12 patents are.</p> <p>13 MR. RAMEY: Objection. Form.</p> <p>14 THE WITNESS: '167, as we call it, CDN patent,</p> <p>15 and '102, as we call it, is -- it's -- it's cloud DRM</p> <p>16 patent.</p> <p>17 Q. (By Ms. Edlin) And what's the third?</p> <p>18 A. That's the e-mail solution together with my</p> <p>19 former employee, Mr. --</p> <p>20 Q. Sorry.</p> <p>21 Did you say a name of your former --</p> <p>22 A. E-mail -- e-mail encryption patent.</p> <p>23 Q. Can you tell me the patent number for that.</p> <p>24 A. Can't remember it myself; it's so fresh.</p> <p>25 Q. Do you know when that patent was filed?</p>
<p>Page 26</p> <p>1 MR. RAMEY: Objection. Form.</p> <p>2 Q. (By Ms. Edlin) And also licensing of your</p> <p>3 current IP; is that right?</p> <p>4 MR. RAMEY: Objection. Form.</p> <p>5 Q. (By Ms. Edlin) So you still answer the</p> <p>6 questions when your attorney objects.</p> <p>7 MR. RAMEY: She is correct.</p> <p>8 Q. (By Ms. Edlin) So I'll just -- I'll repeat the</p> <p>9 question if I can get there. Okay.</p> <p>10 So the purpose of CDN Licensing is to license</p> <p>11 your intellectual property; is that right?</p> <p>12 A. Yes.</p> <p>13 Q. And how many patents do you currently own?</p> <p>14 A. In the U.S., I have three main patents and a</p> <p>15 couple of continuations.</p> <p>16 And then I have one in Canada, one in</p> <p>17 Australia, two in Japan, and several applications in</p> <p>18 Europe, and one in the U.S.</p> <p>19 Q. Is it -- sorry.</p> <p>20 You said -- one application in the U.S.; is</p> <p>21 that what you meant?</p> <p>22 A. Yeah.</p> <p>23 Q. Okay.</p> <p>24 How long have you been with CDN? When was</p> <p>25 that -- sorry, strike that.</p>	<p>Page 28</p> <p>1 A. 2015.</p> <p>2 Q. Okay.</p> <p>3 A. Let me check.</p> <p>4 Q. Sorry.</p> <p>5 MR. RAMEY: Yeah.</p> <p>6 Q. (By Ms. Edlin) When you say, "Let me check,"</p> <p>7 what are you looking at?</p> <p>8 A. I'm looking at the patent number.</p> <p>9 Q. On your computer?</p> <p>10 A. Yeah. If you need that.</p> <p>11 Q. Are you on the -- is it on the Internet that</p> <p>12 you're looking or are you looking in your files?</p> <p>13 A. In my files.</p> <p>14 Q. Okay.</p> <p>15 A. For some reason, I cannot open it here.</p> <p>16 Q. Let's set that aside for now. We can come back</p> <p>17 to it.</p> <p>18 A. Yeah, we have to.</p> <p>19 Q. Okay.</p> <p>20 A. I'll check it when we -- when we have a break.</p> <p>21 Okay?</p> <p>22 Q. Sure.</p> <p>23 I'm going to just put a couple more files into</p> <p>24 the chat window.</p> <p>25 A. Sorry. I have a problem actually, now, here</p>

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1	What is your education background?	1	And when did IPRA Technologies Oy Limited cease
2	A. I'm a commercial guy, so I was -- I went to	2	to exist?
3	local commercial college, and maybe it could --	3	A. Sorry. I didn't get that question. Can you
4	nowadays, they call it Applied Sciences -- University of	4	clarify. When what?
5	Applied Sciences here.	5	Q. Sorry.
6	So I went through that, the marketing and sales	6	Does the -- okay.
7	side, and that's my role, but I'm very interested in	7	Let's start with the IPR Technologies Limited.
8	technology, and -- and technology-wise I'm the sales --	8	Does that -- did that company go bankrupt?
9	sales-made man.	9	A. Yes.
10	Q. Okay.	10	Q. When was that?
11	Why did you change the name from IPR Avenue to	11	A. May '23.
12	IPR Technologies?	12	Q. Okay.
13	A. Because the role changed. It was an IP	13	And then is that the same for the IPRA Oy
14	consulting company as IPR Avenue, and then we started to	14	Technologies? Are those the same company or are those
15	develop source codes, software and testing and	15	different companies?
16	researching; that's why.	16	A. Yes. I repeat myself. It's the same company,
17	Q. Was it just a name change, or was it a new	17	and when it got -- went belly up, it went belly up on
18	organization altogether?	18	both names or with both names.
19	A. Slightly both, but I would say that change of	19	Q. Okay.
20	name and then hiring the engineers.	20	And did the IPRA Technologies Oy, under both
21	Q. Okay.	21	names, was there a product that they were -- that they
22	So you said that IPR Avenue had gone bankrupt.	22	were creating?
23	Is that the same for IPR Technologies?	23	A. Yes, the Easy Keys.
24	A. Yeah, the same company, same trade registry	24	Q. Also the Easy Keys. Okay.
25	number with the Finnish Trade Registry.	25	So you said before that the Easy Keys is
Page 46		Page 48	
1	Q. And the bankruptcy for that was in 2023; is	1	related to security, and it's the DRM research and
2	that right?	2	encryption; is that -- is that correct?
3	A. Yeah.	3	A. Yes.
4	Q. Okay.	4	Q. So did Easy Keys, to your understanding,
5	A. Quite recently.	5	practice the claims of the '102 patent?
6	Q. How recently?	6	A. It -- yes. It's built based on that concept.
7	A. Excuse me. I didn't get that question.	7	Q. And did you ever sell a version of that product
8	Q. Sorry.	8	to any -- anyone?
9	How recently? When?	9	A. No. We were at --
10	A. I said May.	10	(Stenographer clarification.)
11	Q. Okay.	11	THE WITNESS: -- beta phase of software
12	A. A month ago, yeah, yeah. Last month.	12	product. It means that it's test using -- we have -- we
13	Q. Okay.	13	had test users around the world, in Asia, in the U.S.
14	And is IPR Avenue and -- is that the same	14	and Canada, in Finland, Sweden, in Scandinavian
15	company as IPRA Technologies Limited?	15	countries, many, and we didn't charge for the betas.
16	A. Yeah. Yes, they are the same.	16	That's the normal way. Even if you launch a product,
17	Q. Okay.	17	you may still continue with beta, and everybody's having
18	A. Same company.	18	beta or have to have the beta version before commercial
19	Q. Also the same as IPRA Technologies Oy Limited?	19	launch, so -- to gather feedback from the users and
20	A. Yes.	20	maybe good ideas, proposals, how to -- how to improve
21	Q. Okay.	21	with the performance and usability of the software.
22	So for -- was your role the same in all of	22	Q. (By Ms. Edlin) Okay.
23	these organizations where you're the CEO and founder?	23	A. So we were at that phase.
24	A. Yes.	24	Q. And when were you at the beta phase for
25	Q. Okay.	25	launching the Easy Keys product?

<p>Page 49</p> <p>1 A. Three -- it was -- well, actually '21, January,</p> <p>2 we had the first official beta.</p> <p>3 Q. And when did you first start sending it to --</p> <p>4 to people around the world to test?</p> <p>5 A. Well, it's, you know, friend-to-friend talks</p> <p>6 and business colleagues who wanted to test and, you</p> <p>7 know, investors and their staff and so forth, '21.</p> <p>8 Q. And you never -- nobody ever tested that</p> <p>9 product prior to 2021?</p> <p>10 A. We did, of course, internally and some Finnish</p> <p>11 State Technology Research Centre people, engineers, they</p> <p>12 did and evaluated simultaneously the DRM.</p> <p>13 Q. Okay.</p> <p>14 A. That's the key of the Easy Keys, the</p> <p>15 encryption, end-to-end encryption.</p> <p>16 Q. Okay.</p> <p>17 And so you said the Finnish State Tech Research</p> <p>18 on the Easy Keys end-to-end encryption; is that right?</p> <p>19 MR. RAMEY: Objection. Form.</p> <p>20 THE WITNESS: Yeah, it's --</p> <p>21 Q. (By Ms. Edlin) Okay.</p> <p>22 And when was that?</p> <p>23 A. 2019 and '20.</p> <p>24 Q. And can you explain what you mean by the</p> <p>25 Finnish State Tech Research.</p>	<p>Page 51</p> <p>1 your role with CDN Licensing?</p> <p>2 A. It's at break now.</p> <p>3 Q. Okay.</p> <p>4 Why?</p> <p>5 A. Well, need to restructure because of the</p> <p>6 bankruptcy. Simple as that.</p> <p>7 Q. Okay.</p> <p>8 MR. RAMEY: Hey, Elise, we've been going about</p> <p>9 an hour and 17 minutes total time. Do you mind if we,</p> <p>10 in the near future, take a break?</p> <p>11 MS. EDLIN: Sure. Let's -- let's go off the</p> <p>12 record. Thank you.</p> <p>13 THE VIDEOGRAPHER: We're going off the record.</p> <p>14 The time is 9:28 a.m.</p> <p>15 (Recess taken from 9:28 a.m. to 9:44 a.m.)</p> <p>16 THE VIDEOGRAPHER: We are back on the record.</p> <p>17 The time is 9:44 a.m.</p> <p>18 MS. EDLIN: Thank you.</p> <p>19 Q. (By Ms. Edlin) Mr. Valjakka, during the break,</p> <p>20 did you speak with your attorney?</p> <p>21 A. Can you repeat the question.</p> <p>22 Q. Did you speak with -- with your attorney during</p> <p>23 the break?</p> <p>24 A. No.</p> <p>25 Q. Okay.</p>
<p>Page 50</p> <p>1 A. Finnish Technology Research Centre. VTT is the</p> <p>2 Finnish abbreviation. I'm not sure of the English name,</p> <p>3 by the way, I need to check it, but very -- very</p> <p>4 high-tech and very old company, state owned. But they</p> <p>5 were just one. There were many others who tested it --</p> <p>6 Q. Okay.</p> <p>7 (Unreportable cross-talk.)</p> <p>8 Q. (By Ms. Edlin) Okay.</p> <p>9 When was the earliest that you sent anyone the</p> <p>10 Easy Keys products to test?</p> <p>11 A. The e-mail was first -- yeah, it must have been</p> <p>12 '20. '20, first quarter, not -- 2020.</p> <p>13 Q. Okay.</p> <p>14 A. Not earlier than that. Internally, we, of</p> <p>15 course, tested as the software was developed, quite</p> <p>16 normal, but -- but not any outsiders, if you mean that.</p> <p>17 Q. Um-hum.</p> <p>18 A. We --</p> <p>19 Q. Okay.</p> <p>20 A. I -- I need to check. I can't remember</p> <p>21 details, to be honest with you. It's so many years, and</p> <p>22 different products were ready for testing much later,</p> <p>23 and we have changed the technology many times with the</p> <p>24 encryption. It's fifth generation where we end it.</p> <p>25 Q. Are you still working on that product now in</p>	<p>Page 52</p> <p>1 And how about with Mr. Hietalahti?</p> <p>2 A. We -- we went out the building together.</p> <p>3 Q. Okay.</p> <p>4 Did you speak about the substance of this case</p> <p>5 or your testimony?</p> <p>6 A. No, no. I was just smoking. I'm still a</p> <p>7 smoker.</p> <p>8 Q. All right. Okay.</p> <p>9 So we have been talking about IPR Avenue, IPRA</p> <p>10 Technologies and IPRA Technologies Oy; correct?</p> <p>11 A. Yeah.</p> <p>12 Q. Okay.</p> <p>13 And for all of those companies, were -- did</p> <p>14 those companies manage the -- your intellectual property</p> <p>15 and your patents overall?</p> <p>16 MR. RAMEY: Objection. Form.</p> <p>17 Q. (By Ms. Edlin) Sorry.</p> <p>18 You still answer, Mr. Valjakka.</p> <p>19 A. Yes, I was thinking of the -- of the different</p> <p>20 roles of different companies and -- and if we start from</p> <p>21 the history, first history of '167, it was -- from the</p> <p>22 beginning, every company had a right to exclusively</p> <p>23 utilize or exploit the inventions, but they actually</p> <p>24 never owned the inventions all the way through the --</p> <p>25 the whole history of -- of these different companies.</p>

<p>Page 73</p> <p>1 server, which is a remote server, and you establish a 2 connection to that server, so that's -- that's the 3 difference. 4 The data is data, and the encryption, whatever 5 encryption they use, is the same. So you can stream 6 from your neighbor's machine, like Netflix, or -- or 7 servicers taken closer to the market, which means 8 relaying and that's -- that's how it worked. 9 Download service, it was just a policy by music 10 record labels those days. 11 Q. Okay. 12 So when you said you can stream from your 13 neighbor's machine like Netflix, what do you mean by 14 that? 15 A. If it's a cache system, if it's cached to 16 servers nearby, it could be. It's -- it's just a 17 technology. It doesn't care. If it's a server 18 somewhere, it's the same. 19 Caching, it means you can cache on -- on 20 devices, use devices, or you can cache on servers, which 21 is doing all of the job of servers. 22 Q. So when you're talking about your neighbor's 23 machine, you're not talking about their computer? 24 MR. RAMEY: Objection. Form. 25 THE WITNESS: I didn't get that question right.</p>	<p>Page 75</p> <p>1 there. 2 Q. (By Ms. Edlin) Let's see here. So -- okay. 3 Did you transfer any of your ownership from -- 4 in Suomen Biisi to anyone else prior to the bankruptcy? 5 A. No. No. 6 I need, actually, clarification. What would I 7 have transferred? What do you mean by transferring any 8 rights? 9 Q. I mean did you -- did you withdraw any of your 10 interest in Suomen Biisi prior to the bankruptcy? 11 A. Yeah. 12 MR. RAMEY: Objection. Form. 13 THE WITNESS: Yes, I tried to -- to save the 14 project and -- and, you know, they -- they ended up to 15 let lapse everything, like the '167 application and 16 already granted patents throughout Europe and Russia and 17 China and Japan. They -- they let lapse. They didn't 18 understand they should have maintained and further 19 developed. 20 So I -- I could foresee that because there was 21 no one who -- who would understand much about patents 22 and that process. So the exploitation agreement that I 23 had made with Biisi was an issue before, but I let -- 24 that was left totally with Suomen Biisi, and it's 25 bankrupt.</p>
<p>Page 74</p> <p>1 Q. (By Ms. Edlin) Sorry. I'm trying to 2 understand what you meant by when you said that "You can 3 stream from your neighbor's machine like Netflix." Are 4 you saying your neighbor being someone who lives near 5 you, or are you saying Netflix is your neighbor? Just 6 if you can explain -- 7 A. Sorry. You -- you mentioned Napster. I meant 8 Napster as -- as peer-to-peer network where human 9 interaction was needed. So that was -- that was -- 10 that's a different thing. 11 Q. Okay. 12 So you were not meaning to refer to Netflix 13 there -- 14 A. No, no, no. 15 Q. -- you were talking about Napster? 16 A. Sorry. That was -- because you mentioned 17 Napster, for instance, it was just -- 18 Q. Okay. 19 And as far as you know, Netflix doesn't do 20 peer-to-peer; right? 21 A. I don't know. Actually, I don't have the 22 complete specification. I would like to see it. 23 MR. RAMEY: So would we. 24 MS. EDLIN: Okay. 25 MR. RAMEY: You knew I had to throw that in</p>	<p>Page 76</p> <p>1 Q. (By Ms. Edlin) Okay. 2 So you said you tried to save the project. 3 What did you do to try to save the project? 4 A. Well, I didn't do anything afterwards, because 5 it bankrupted, and it became impossible. 6 Q. And beforehand, how did you try to save the 7 project? 8 A. Well, I -- I sued Mr. Setälä for -- for 9 violation of the agreements and so forth. 10 Q. And Mr. Setälä was the CEO? 11 A. Yeah, he was the CEO. 12 Q. And what was the outcome of that lawsuit? 13 A. 2007, I think. 14 Q. Sorry. 15 What was the outcome in 2007? 16 A. I lost, and -- and they win, but the company 17 went bankrupt. 18 Q. And when you say you lost, what -- what did you 19 lose? 20 A. Well, I -- my claim was that I had given only 21 the exploitation right for the '167 application, and -- 22 and they granted -- 23 (Stenographer clarification.) 24 THE WITNESS: And, you know, I granted -- I -- 25 sorry. I lost my thought with this interruption.</p>

<p>1 But so I -- I was -- I had made a deal with the 2 exploitation of the -- of the invention, but they said 3 that that's an ownership issue, and they win. So it's a 4 simple -- simplest way to say this way. And that's it 5 and I left the whole -- whole thing for a while. 6 Q. (By Ms. Edlin) Okay. 7 And did you transfer your shares in Suomen to 8 anyone else prior to the bankruptcy? 9 A. I had to check that. I can't remember, to be 10 honest. I just can't remember. 11 Q. Okay. 12 Prior to Suomen Biisi, what company were you 13 working with? 14 A. That was my company, e-3 Systems and, you know, 15 e-3 Systems Oy. 16 Q. And when you say your company, were you the 17 founder? 18 A. I was one of the founders, yes. 19 Q. Who were the others? 20 A. Matti Saraheimo. And -- what are the others? 21 Petri Jarvensivu, yes. 22 Q. And were you the CEO? 23 A. Yes, I was. 24 Q. Did e-3 Systems sell any products? 25 A. Yes, it did. We launched the Biisi.fi service.</p>	<p>Page 77</p>	<p>1 A. I think you have to clarify that question. I 2 didn't understand. 3 Q. Okay. 4 So you said that the product at Suomen Biisi 5 practiced the claims of the '167 patent. Was it the 6 same at the -- the same system before then at e-3 7 Systems, did they also practice the claims then? 8 MR. RAMEY: Objection. Form. 9 THE WITNESS: First, '167 didn't even exist 10 yet. It was an application, patent application. It was 11 published application. And e-3 Systems used quite 12 original source codes of -- of -- of that. We never 13 published how it worked before -- actually, the EPO 14 patent was granted 2006 August 30. So it was the -- it 15 was based on the EP- -- EPO patent distribution model, 16 and -- and we -- we didn't even know if the U.S. will be 17 ever issued. 18 Q. (By Ms. Edlin) Um-hum. 19 A. We had a patent covering all Europe and -- and 20 still I was careful not to publish any technology being 21 used behind the Biisi service before the EPO -- EPO 22 patent was granted. 23 Q. Um-hum. 24 A. So that was the history. The -- the U.S. 25 patent, when Biisi later on bankrupted, was abandoned by</p>	<p>Page 79</p>
<p>1 Q. Is that the same service that was then 2 transferred to Suomen Biisi? 3 A. Yes. 4 Q. Okay. 5 But Suomen Biisi existed prior to that 6 transaction; is that right? 7 A. It had a different name, but they changed the 8 name. So answer is: Yes, it existed in in- -- it was 9 inactive form. 10 Q. Who was the owner of that company at the time 11 that you transferred -- sorry. 12 A. It was Juha Setälä and his company, 13 Interaktiivum. 14 Q. Okay. 15 Why did you sell your business to Suomen Biisi? 16 A. I think that there were many reasons, actually, 17 to further develop and -- the service and -- and get 18 better funding and so forth; to market the service 19 and -- and -- because current shareholders didn't want 20 to invest more, and it didn't sell so much music 21 products as we wanted, of course. It wasn't profitable 22 yet. 23 Q. And did the product at the time, the Biisi.fi 24 product, at the time that it was owned by e-3 Systems 25 Oy, did that practice the claims of the '167 patent?</p>	<p>Page 78</p>	<p>1 the applicant, Suomen Biisi Oy. 2 Q. Okay. 3 A. So the history starts from 2010 onwards for 4 '167. The EPO number was totally different. And there 5 was some changes from that patent application to the 6 U.S. patent application. It wasn't precisely the same. 7 Q. Okay. 8 So the foreign patent application, the EP 9 patent, was filed in August of 2001; is that right? 10 A. That's the PCT application. 11 Q. Okay. 12 A. And we -- we continued the application as to 13 EPO, which covered all European -- most of the European 14 countries; not all, but most of the European countries. 15 Q. Okay. 16 A. And -- 17 Q. And -- 18 A. Yes. 19 Q. And so you said before that the patent that was 20 filed in the United States in July of 2002 was somewhat 21 different from the prior EP or application? 22 A. That's right. 23 MR. RAMEY: Objection. Form. 24 Q. (By Ms. Edlin) Do you know in which way it was 25 different?</p>	<p>Page 80</p>

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4			4	EXAMINATION BY MS. EDLIN	195
5	IN RE MATTER OF:	)	5		
6	LAURI VALJAKKA,	)	6		
7	Plaintiff,	)	7		
8	vs.	)	8		
9	NETFLIX, INC.,	)	9		
10	Defendant.	)	10		
11		)	11		
12			12		
13	VIDEOTAPED DEPOSITION OF LAURI VALJAKKA		13		
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15	Friday, June 2, 2023		15		
16	Volume II		16		
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20	Stenographically Reported by:		20		
21	HEATHER J. BAUTISTA, CSR, CRR, RPR, CLR		21		
22	Realtime Systems Administrator		22		
23	California CSR License #11600		23		
24	Oregon CSR License #21-0005		24		
25	Washington License #21009491		25		
	Nevada CCR License #980				
	Texas CSR License #10725				
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2	II, taken before Heather J. Bautista, CSR No. 11600, a		2	Exhibit No. Description	Page
3	Certified Shorthand Reporter for the state of		3	Exhibit 12 2001 European patent EP1421759 B1	204
4	California, with principal office in the county of Santa		4	Exhibit 13 U.S. Department of Commerce document, LV2_001108	216
5	Clara, commencing on Friday, June 2, 2023, 8:32 a.m.,		5	Exhibit 14 Typewritten notes, LV2_002413	218
6	remotely via videoconference.		6	Exhibit 15 Typewritten notes, LV002372	220
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11			11	Exhibit 20 Settlement and License Agreement, Google Agreement LV2004315	274
12	For Plaintiff:		12	Exhibit 21 Settlement and License Agreement, Google Agreement LV004070 - LV004086	279
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14	BY: WILLIAM P. RAMEY, III, ESQ.		14	Exhibit 23 Sony Agreement, LV004038 - LV004057	292
15	5020 Montrose Boulevard		15	Exhibit 24 Microsoft Agreement LV004058	296
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18	Phone: (713) 426-3923 / Fax: (832) 900-4941		18	Exhibit 27 Finish document, LV2_000410	313
19	wramey@rameyfirm.com		19	Exhibit 28 Plaintiff Certification of Interested Entities or Persons	314
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22	Perkins Coie LLP		22		
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25	Suite 1000		25		
	San Francisco, California 94105				
	Phone: (415) 344-7000 / Fax: (415) 344-7050				
	eedlin@perkinscoie.com				
	ALSO PRESENT: Jennifer Hewitt				
	Dennis Saelee, Videographer				

<p>Page 305</p> <p>1 Q. Sorry.</p> <p>2 I'm on a different document now. I've gone</p> <p>3 back to -- so we're looking at the document that you</p> <p>4 downloaded just a minute ago that is titled LV2_000799</p> <p>5 and had the date 11th of -- sorry, November 5th, 2021,</p> <p>6 and it's in Finnish.</p> <p>7 MR. RAMEY: Title, that -- that's the Bates</p> <p>8 number, I think, is what she means. Sorry.</p> <p>9 MS. EDLIN: Sorry. The file number -- the file</p> <p>10 name that is in the chat window, the first -- the -- the</p> <p>11 second-to-last document in the chat.</p> <p>12 THE WITNESS: I need a break.</p> <p>13 Q. (By Ms. Edlin) Let's get through these last</p> <p>14 two documents.</p> <p>15 A. That was a joke.</p> <p>16 Q. Okay.</p> <p>17 A. Tell me what document name I should search for.</p> <p>18 Q. Okay.</p> <p>19 MR. RAMEY: I don't -- we don't speak Finnish.</p> <p>20 MS. EDLIN: Yeah. Thank you, Bill.</p> <p>21 MR. RAMEY: Do you mind -- do you mind if I</p> <p>22 help get him there? It's the document that --</p> <p>23 L-I-S-E-N-S-S-I-S. You just had it open a second ago.</p> <p>24 THE WITNESS: Yeah.</p> <p>25 MR. RAMEY: That's the title. And then the</p>	<p>Page 307</p> <p>1 A. Yes, it's the only --</p> <p>2 Q. Okay.</p> <p>3 A. -- patent mentioned here.</p> <p>4 Q. Okay.</p> <p>5 And if we scroll down in the agreement to the</p> <p>6 page that is marked 801 at the bottom right-hand</p> <p>7 corner --</p> <p>8 A. Yes.</p> <p>9 Q. -- can you tell me how much you licensed the</p> <p>10 '167 patent to CDN Licensing for on -- how much did they</p> <p>11 pay you?</p> <p>12 A. License fee for this license is [REDACTED].</p> <p>13 Q. Okay.</p> <p>14 And let me just -- I mean, if you scroll down</p> <p>15 in the agreement, it looks like there is an electronic</p> <p>16 signature for you on the left-hand side.</p> <p>17 Do you remember signing this document</p> <p>18 electronically?</p> <p>19 A. Yes. Yes, I do.</p> <p>20 Q. And then on the other side, it's for Onni</p> <p>21 Hietalahti; correct?</p> <p>22 A. Yes, correct.</p> <p>23 Q. So this is an -- this is an executed document;</p> <p>24 right? Both parties have signed this?</p> <p>25 A. Yes.</p>
<p>Page 306</p> <p>1 last word's "patent." I know that because we heard you.</p> <p>2 Q. (By Ms. Edlin) Can you see it now,</p> <p>3 Mr. Valjakka?</p> <p>4 A. No. Actually I -- I got confused totally with</p> <p>5 the documents right now. I have --</p> <p>6 Q. Do you still have Microsoft Teams open on your</p> <p>7 computer?</p> <p>8 A. What was that -- let me check if it's this one.</p> <p>9 Yes. I'm back to the Finnish-language</p> <p>10 document.</p> <p>11 Q. Great.</p> <p>12 Can you please tell me what this document is.</p> <p>13 A. Between me and licensing Finland, CDN</p> <p>14 Licensing -- CDN Licensing Finland.</p> <p>15 Q. And what is the title of the document?</p> <p>16 A. (Speaking foreign language).</p> <p>17 Q. Okay.</p> <p>18 What does that mean in English, please?</p> <p>19 A. It's a licensing agreement, exclusive licensing</p> <p>20 agreement for -- for a patent.</p> <p>21 Q. Okay.</p> <p>22 And which patent does this licensing agreement</p> <p>23 relate to?</p> <p>24 A. It's relating to '167.</p> <p>25 Q. And --</p>	<p>Page 308</p> <p>1 Q. And is it correct that it was entered on</p> <p>2 November 5th, 2021?</p> <p>3 A. Yes.</p> <p>4 Q. Okay.</p> <p>5 And -- and did you -- sorry, I think you said</p> <p>6 it was [REDACTED] that -- that was exchanged for this?</p> <p>7 A. Yes, I did.</p> <p>8 Q. Okay.</p> <p>9 If you can look at Page 801 again up -- it's</p> <p>10 Page 3 of 17. The third paragraph down, can you explain</p> <p>11 to me what that says.</p> <p>12 A. Third paragraph?</p> <p>13 Q. You can summar- -- you can summarize.</p> <p>14 A. Yeah.</p> <p>15 Free translation not official. [REDACTED]</p> <p>16 [REDACTED]</p> <p>17 [REDACTED]</p> <p>18 [REDACTED]</p> <p>19 [REDACTED]</p> <p>20 [REDACTED]</p> <p>21 [REDACTED]</p> <p>22 [REDACTED]</p> <p>23 [REDACTED]</p> <p>24 [REDACTED]</p> <p>25 Q. And did CDN Licensing receive the payments that</p>

<p>1 (Recess taken from 1:24 p.m. to 1:45 p.m.) Page 313</p> <p>2 THE VIDEOGRAPHER: We're back on the record.</p> <p>3 The time is 1:45 p.m.</p> <p>4 MS. EDLIN: Great.</p> <p>5 And I realized while we were off the record</p> <p>6 that I think I forgot to mark the last two as exhibits.</p> <p>7 LV2_000799 should be marked as Exhibit 26. And</p> <p>8 LV2_000410 should be marked as Exhibit 27, please.</p> <p>9 (Stenographer clarification.)</p> <p>10 (Exhibits 26 and 27 were marked for</p> <p>11 identification.)</p> <p>12 Q. (By Ms. Edlin) All right.</p> <p>13 So I am putting one more document in the chat</p> <p>14 right now, Mr. Valjakka. You can go ahead and download</p> <p>15 that, please.</p> <p>16 A. Yes.</p> <p>17 Q. And open it up.</p> <p>18 A. I'm at it now.</p> <p>19 Q. Do you know what this document is?</p> <p>20 A. It's a United States District Court for</p> <p>21 Northern District of California, Oakland Division</p> <p>22 Plaintiff Certification of Interest -- Interested</p> <p>23 Entities or Persons.</p> <p>24 Q. Have you seen this document before?</p> <p>25 A. Yes.</p>	<p>1 Mr. Ramey that -- that he will have a financial interest Page 315</p> <p>2 depending on the outcome of this case?</p> <p>3 A. No. It's -- it's normal lawyers' costs and</p> <p>4 that's it. That's my answer.</p> <p>5 Q. Okay.</p> <p>6 And who is Kenealy Vaidya, LLP?</p> <p>7 A. That is company linked to AiPi, who is the</p> <p>8 financial -- or -- or the case funder funding entity</p> <p>9 company, and this is a company that is closely operating</p> <p>10 with them.</p> <p>11 Q. And you said it was AiPi; is that what you</p> <p>12 said?</p> <p>13 A. AiPi company in Virginia.</p> <p>14 Q. And they're your -- they're your funder?</p> <p>15 A. Yes, they -- they organize funding --</p> <p>16 Q. Are they still organizing funding for you?</p> <p>17 A. -- of this litigation.</p> <p>18 Q. Okay.</p> <p>19 Are they still organizing the funding of this</p> <p>20 litigation?</p> <p>21 A. Yes.</p> <p>22 Q. And is Kenealy Vaidya, LLP, still organizing</p> <p>23 the funding of this litigation?</p> <p>24 A. I understand that they are in collaboration</p> <p>25 with AiPi --</p>
<p>1 Q. Okay. Page 314</p> <p>2 So the document states that other parties named</p> <p>3 in the action -- other than parties named in the action,</p> <p>4 the following listed persons, associations of persons,</p> <p>5 firms, partnerships, corporations, or other entities</p> <p>6 have a financial interest, in any kind -- in the subject</p> <p>7 matter in controversy or in a party to the proceeding or</p> <p>8 any other kind of interest that could be substantially</p> <p>9 affected by the outcome of the proceeding.</p> <p>10 Do you see that?</p> <p>11 A. Yes.</p> <p>12 MS. EDLIN: And -- and we can go ahead and mark</p> <p>13 this as Exhibit 28, please.</p> <p>14 (Exhibit 28 was marked for identification.)</p> <p>15 Q. (By Ms. Edlin) So the three parties that are</p> <p>16 listed here, can you tell me who they are?</p> <p>17 A. Ramey, LLP; and Kenealy Vaidya, LLP; IP Case</p> <p>18 Group 1, LLC.</p> <p>19 Q. And what is Mr. -- or Ramey LLP's interest in</p> <p>20 the -- in this case?</p> <p>21 A. He's my lawyer.</p> <p>22 Q. And so does he have a financial interest in</p> <p>23 this case?</p> <p>24 A. Not directly; just as a lawyer.</p> <p>25 Q. Is your arrangement with Mr. Lawyer --</p>	<p>1 Q. Okay. Page 316</p> <p>2 A. -- company who is in charge of the funding.</p> <p>3 Q. Okay.</p> <p>4 And then --</p> <p>5 (Stenographer clarification.)</p> <p>6 Q. (By Ms. Edlin) -- IP Case Group 1, LLC, who's</p> <p>7 that?</p> <p>8 A. I think they are subcontracted to AiPi as</p> <p>9 well --</p> <p>10 Q. Okay.</p> <p>11 A. -- through part of that arrangement.</p> <p>12 Q. Okay.</p> <p>13 Has the financial interest in this matter</p> <p>14 changed since this statement was filed, which I believe</p> <p>15 the date on it is April 27th, 2022?</p> <p>16 A. To my knowledge, no.</p> <p>17 Q. Okay.</p> <p>18 And are any of these entities related to CDN</p> <p>19 Licensing?</p> <p>20 A. CDN Licensing is -- is representing me here</p> <p>21 through the licensing agreement in Finland.</p> <p>22 Q. Um-hum.</p> <p>23 Does CDN Licensing have an interest to the</p> <p>24 outcome of this case?</p> <p>25 A. Yes.</p>

<p>1 Q. And they are not listed on this document, are 2 they?</p> <p>3 A. Please repeat.</p> <p>4 Q. CDN Licensing is not listed in this corporate 5 disclosure statement pursuant to Civil Legal Rule 3-15 6 in the Northern District of California; correct?</p> <p>7 A. Correct.</p> <p>8 Q. Are there any other parties at this time that 9 have a financial interest of any kind in this matter or 10 the outcome of the proceedings against Netflix?</p> <p>11 A. No.</p> <p>12 Q. So it is just Ramey, LLP, Kenealy Vaidya, IP 13 Case Group 1, and CDN Licensing?</p> <p>14 A. I mentioned to you AiPi.</p> <p>15 Q. Okay.</p> <p>16 And so you looked -- earlier, we looked at a 17 licensing agreement that made CDN Licensing the 18 exclusive licensee of the -- of the patents-in-suit. Do 19 you have any similar licensing agreements with any of 20 these other entities?</p> <p>21 A. No.</p> <p>22 Q. Do you have any agreements with these other 23 entities that describes their interests in the 24 litigation?</p> <p>25 MR. RAMEY: Objection. Form.</p>	<p>Page 317</p> <p>1 it's disclosed.</p> <p>2 (Stenographer clarification.)</p> <p>3 Q. (By Ms. Edlin) Okay.</p> <p>4 So you have agreements with all of these 5 entities that are listed in your corporate disclosure 6 statement, as well as others who are funding this 7 litigation, and you have not produced the agreements.</p> <p>8 A. Well, this is actually a question that you 9 should ask my lawyer what -- what should be produced and 10 what not. It's not --</p> <p>11 Q. I'm asking -- I'm asking you. Did you give 12 these agreements to your lawyer?</p> <p>13 I need you to answer the question.</p> <p>14 A. Is -- is it for Bill?</p> <p>15 Q. No, the question is to you.</p> <p>16 Did you give these agreements to your lawyer?</p> <p>17 A. Actually, I -- I have authorized AiPi to -- to 18 cut the deal -- the agreements.</p> <p>19 Q. You authorized AiPi to give -- sorry. I -- you 20 can -- finish your answer. I'm sorry.</p> <p>21 A. I'm not aware if they have produced the 22 agreements to this case. I'm not sure.</p> <p>23 Q. Okay.</p> <p>24 So you authorized AiPi to give the agreements 25 to your attorney.</p> <p>Page 319</p>
<p>Page 318</p> <p>1 THE WITNESS: I have made an agreement with 2 AiPi to organize --</p> <p>3 (Stenographer clarification.)</p> <p>4 THE WITNESS: -- the U.S. end of the litigation 5 also including the funding, so --</p> <p>6 Q. (By Ms. Edlin) What do you mean by the U.S. 7 end?</p> <p>8 A. Ramey is my lawyer, we have -- we have an 9 agreement with there, and these are normal arrangements. 10 So AiPi is the funder of the litigation.</p> <p>11 Q. Okay.</p> <p>12 AiPi is the funder of the litigation.</p> <p>13 A. Yeah, they organize the funding.</p> <p>14 Q. And -- and that includes their -- the interest 15 of Kenealy Vaidya and IP Case Group?</p> <p>16 MR. RAMEY: Objection. Form.</p> <p>17 THE WITNESS: I don't see -- now you have to 18 repeat the question. What is the idea of this question?</p> <p>19 I have agreements with these companies, and I 20 have an agreement separately with -- with AiPi.</p> <p>21 Q. (By Ms. Edlin) Okay.</p> <p>22 Have you produced these -- these agreements 23 in -- to your attorneys in this case?</p> <p>24 MR. RAMEY: Objection. Form.</p> <p>25 THE WITNESS: I think it's -- I haven't, and</p>	<p>Page 320</p> <p>1 A. Yes.</p> <p>2 Q. And that would be all of the agreements that we 3 are talking about, so an agreement with AiPi, with 4 Kenealy Vaidya and IP Case Group?</p> <p>5 A. Yes, to my understanding, yes.</p> <p>6 MS. EDLIN: Okay.</p> <p>7 I'm going to ask, Mr. Ramey, that those get 8 produced immediately, please, and --</p> <p>9 MR. RAMEY: Sure, to the extent they're -- they 10 haven't been produced, we'll gladly look and make sure 11 we've produced them if they're relevant to the 12 litigation.</p> <p>13 MS. EDLIN: Okay.</p> <p>14 Q. (By Ms. Edlin) Okay.</p> <p>15 Let's -- let's move on.</p> <p>16 I think there should be a few more documents in 17 the chat. Let's start with LV0002102. It's in the chat 18 window. You can go ahead and download that.</p> <p>19 A. I have opened -- I have to open the first 20 document.</p> <p>21 Q. Great.</p> <p>22 What is this document?</p> <p>23 A. It's separate bridge funding and patent 24 rights -- bridge funding for patent rights presentation, 25 confidential documents sent to only some that I have</p>